

## **EXHIBIT 2**



7. At all material times, Plaintiff maintained the insured property, located at 1101 Ash Street in Muskogee, Oklahoma, as rental property.

8. On or about July 8, 2013, the insured property was damaged by one or more unknown persons.

9. As a result, Plaintiff's insured property sustained extensive physical damage and Plaintiff suffered losses of rent and rental value.

10. Plaintiff submitted a proper proof of loss May 19, 2014, and has complied with all the conditions of the insurance policy.

11. Safeco has failed and refused to pay Plaintiff's proof of loss as required under the insurance contract. Safeco has not responded to the proof of loss as required by statute.

12. As a result of the Defendant's breach of the subject insurance contract, the Plaintiff is entitled to receive from the Defendant the approximate sum of \$14,247.31 as the full amount of coverage provided under the insurance policy, along with his costs, attorneys' fees, and all other relief the Court deems proper under the circumstances.

**COUNT II: BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND FAIR DEALING**

13. Plaintiff incorporates paragraphs 1 through 12 above as if fully restated herein.

14. Implied in each and every contract of insurance, including the insurance contract Safeco issued to Plaintiff, is a covenant of good faith and fair dealing.

15. Safeco was required under the insurance policy to pay Plaintiff's claim.

16. Safeco did not deal with Plaintiff fairly and in good faith by unreasonably refusing to pay Plaintiff's claim under the circumstances because, among others, Safeco delayed payment and investigation of the claim, did not perform a proper investigation of Plaintiff's claim, Safeco did not evaluate the results of the investigation properly, Safeco did not have a

reasonable basis for refusing and/or failing to pay Plaintiff's claim, and/or Safeco did not assist the Plaintiff in submitting the claim and caring for the property damaged by the loss.

17. Safeco did not deal fairly and in good faith with Plaintiff.

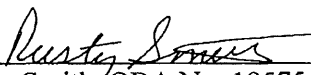
18. Plaintiff suffered damages as a result of Safeco's failure to deal with him fairly and in good faith.

19. Safeco's breach of the duty of good faith and fair dealing was either in reckless disregard to its duty with its insured, or was done intentionally and with malice toward its insured, entitling Plaintiff to punitive damages without regard to the limitations set forth in OKLA. STAT. tit. 23, § 9.1.

PRAYER FOR DAMAGES

WHEREFORE, the Plaintiff demands a jury and prays for judgment against the Defendant, Safeco Insurance Company of America, for the sum of \$14,247.31, with interest thereon as allowed by law, plus additional damages in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, including but not limited to "bad faith" damages and punitive damages in an amount sufficient to punish Safeco for its conduct, the costs of this action, attorneys' fees incurred by the Plaintiff, and such other relief this Court deems appropriate under the circumstances.

Respectfully Submitted,

  
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